

PART II

GENERAL CONDITIONS

GC-1 Scope of Work. The work to be performed under this contract consists of furnishing all plant, materials, equipment, supplies, labor and transportation, including fuel, power, water (except any materials, equipment, utility or service, if any, specified herein to be furnished by the Government), and performing all work as required by Article I of the contract, in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof, and including such detail drawings as may be furnished by the Contracting Officer from time to time during the prosecution of the work in explanation of said drawings.

GC-2 Character of Work and Mechanics. The work shall be executed in the best and most workmanlike manner by qualified, careful and efficient mechanics in strict accordance with the drawings and specifications.

GC-3 Site Investigation and Representations. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters upon which information is reasonably obtainable and which can in any way affect the work or the cost thereof under this contract. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and sub-surface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the execution of this contract, unless (1) such understanding or representations are expressly stated in the contract and (2) the contract expressly provides that the responsibility therefor is assumed by the Government. Representations made but not so expressly stated and for which liability is not expressly assumed by the Government in the contract shall be deemed only for the information of the Contractor.

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GC-4 Operations and Storage Areas.

a. All operations of the Contractor (including storage of materials) upon Government premises shall be confined to areas authorized or approved by the Contracting Officer. No unauthorized or unwarranted entry upon or passage through, or storage or disposal of materials shall be made upon Government premises. Government premises adjacent to the construction will be made available for use by the Contractor without cost whenever such use will not interfere with other Government uses or purposes. The Contractor shall be liable for any and all damage caused by him to such Government premises. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by his operations on premises of third persons.

b. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Contracting Officer, and shall be built with labor and materials furnished by the Contractor without expense to the Government, except as may otherwise be provided under the "Government-Furnished Property" Special Condition of these specifications. Such temporary buildings and/or utilities, to the extent that the Contractor shall have furnished the materials therefore, shall remain the property of the Contractor, and will be removed by him at his expense upon completion of the work. With the written consent of the Contracting Officer, such buildings and/or utilities may be abandoned and need not be removed.

c. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways or construct and use such temporary roadways as may be authorized by the Contracting Officer. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, protection against damage shall be provided by the Contractor and any damaged roads, curbs, or sidewalks shall be repaired by, or at the expense of the Contractor.

GC-5 Identification of Contractor's Employees.

a. The Contractor without expense to the Government shall provide for each of his employees, working on this contract, an identification badge suitable to the Contracting Officer. Each such employee shall be required to wear his badge upon his person at all times while on duty at the site of work or at other times and places where identification is required, and in such manner that it will be plainly visible as a means of identification. If required by the Contracting Officer, the Contractor shall obtain fingerprints and other means of identification for all such employees.

b. In the event the Government desires registration of all employees working on this project, the Contractor shall cause them to be registered at such place and in such manner as the Contracting Officer may direct. Upon notification that registration is to be effected, the Contractor shall not permit any employee to work on the job site until such employee has completed the required registration.

GC-6 Progress Charts, and Requirements for Overtime Work.

a. The Contractor shall within five (5) days or within such time as determined by the Contracting Officer, after date of commencement of work, prepare and submit to the Contracting Officer for approval a practicable schedule, showing the order in which the Contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at the end of each week or at such intervals as directed by the Contracting Officer, and shall immediately deliver to the Contracting Officer three copies thereof.

b. The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts and overtime operations, as may be necessary to insure the prosecution of the work in accordance with the approved progress schedule. If, in the opinion of the Contracting Officer, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress and the Contracting Officer may require him to increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant, all without additional cost to the Government.

c. Failure of the Contractor to comply with the requirements of the Contracting Officer under the provision shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with the "Termination for Default-Damages for Delay-Time Extensions" article of the contract.

GC-7 Subcontractors. Only competent and responsible subcontractors shall be employed on the work. The Contractor shall notify the Contracting Officer in writing of the names of all subcontractors proposed for the work, together with the extent, character, and scope of the work to be done by each subcontractor. No subcontract shall be entered into by the Contractor or any subcontractor until the subcontractor

and the scope of work covered by the subcontract have been approved in writing by the Contracting Officer. The Contractor shall, within seven (7) days after the making of any subcontract, deliver to the Contracting Officer an affidavit setting forth the name and address of the subcontractor and a summary description of the precise work subcontracted. If for sufficient reason, at any time during the progress of the work, the Contracting Officer determines that any subcontractor is incompetent or undesirable, he will notify the Contractor accordingly and immediate steps will be taken by the Contractor for the cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government.

GC-8 Samples and Descriptive Data.

a. Any samples and descriptive data required shall:

(1) Be submitted within the time specified in these specifications or, if no time be specified, within a reasonable time before use to permit inspection and testing.

(2) Be shipped prepaid and delivered as specified in these specifications, or as directed by the Contracting Officer.

(3) Be properly marked to show the name of the material, trade name of manufacturer, place of origin, name and location of the work where the material represented by the sample is to be used, and the name of the Contractor submitting the sample.

b. Samples not subjected to destructive tests may be retained until completion of the work but thereafter will be returned to the Contractor, if he so requests in writing, at his own expense. Failure of any sample to pass the specified requirements will be sufficient cause for refusal to consider further any samples from the same manufacturer whose materials failed to pass the tests.

GC-9 Protection of Material and Work. The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to inclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies and work performed are not adequately protected by the Contractor such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due to him.

GC-10 Preservation of Existing Vegetation.

a. The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Contracting Officer. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stock piling of materials or tracking of grass areas by equipment.

b. Care will be taken by the Contractor in felling trees authorized for removal to avoid any unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations, shall be trimmed with a clean cut and painted with an approved tree pruning compound if required by the Contracting Officer. The Contractor will be liable for or may be required to replace or restore at his own expense all vegetation not protected and preserved as required herein that may be destroyed or damaged.

GC-11 Possession Prior to Completion. The Government shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the contract. If such prior possession or use by the Government delays the progress of the work or causes additional expenses to the Contractor, an equitable adjustment in the contract price and/or the time of completion will be made and the contract shall be modified in writing accordingly.

GC-12 Suspension of Work. The Contracting Officer may order the Contractor to suspend all or any part of the work for such period of time as may be determined by him to be necessary or desirable for the convenience of the Government. Unless such suspension unreasonably delays the progress of the work and causes additional expense or loss to the Contractor, no increase in contract price will be allowed. In the case of suspension of all or any part of the work for an unreasonable length of time causing additional expense or loss, not due to the fault or negligence of the Contractor, the Contracting Officer shall make an equitable adjustment in the contract price and modify the contract accordingly. An equitable extension of time for the completion of the work in the event of any such suspension will be allowed the Contractor; provided, however, that the suspension was not due to the fault or negligence of the Contractor. Provided, further, that no suspension will be ordered or adjustments made under this paragraph for delays arising as the result of changes ordered or as the result of changed conditions encountered under the respective articles relating to Changes and Changed Conditions or as the result of any delays for which an extension of time may be granted under the "Termination for Default-Damages for Delay-Time Extensions Article" of this contract.

GC-13 Labor Reports. The Contractor shall maintain and shall cause all subcontractors to maintain in like manner true and correct payrolls for all employees, indicating the names and classifications of, the hours worked, and the amounts earned less any lawful deductions during the period covered by such payrolls. Each employee will sign the payroll and at least one duplicate copy thereof at the time of receipt by him of the amount stated in the payroll as due him for such payroll period. The Contractor shall promptly furnish, and shall cause any subcontractors to furnish in like manner, within seven (7) days after the regular payment date of each payroll, to the Contracting Officer one of above-mentioned duplicate payrolls duly signed by the employee concerned, and certified as true and correct by the Contractor or the subcontractor, as applicable. Original payrolls and all supporting documents shall be kept and maintained in the manner provided for books and records in the SC-22, "Records and Accounts", of the contract. The Contractor shall also prepare and furnish and shall cause all subcontractors to prepare and furnish in like manner all labor reports as may be required by applicable law or regulation by the Contracting Officer.

GC-14 Cleaning Up. The Contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from and about the premises and all tools, scaffolding, equipment, and materials not the property of the Government. Upon completion of the construction the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the Contracting Officer.

GC-15 Definitions. Wherever in the specifications or upon the drawings the words directed, required, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory, or words of like import shall mean approved by, or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.